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Date _____
Fee \$ _____
ICC Washington, D.C.

September 1, 1981

RECORDATION NO. 7646-B FILED 1425

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 1 1981-10 12 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On September 12, 1974 at 11:35 A.M., there was filed and recorded with the Interstate Commerce Commission a Conditional Sale Agreement dated as of August 1, 1974 ("Equipment Agreement"), between Thrall Car Manufacturing Company, as Vendor, and Illinois Terminal Railroad Company, as Purchaser. The Equipment Agreement was assigned recordation number 7646.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich
September 1, 1981
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
50	100-ton, 52'6" Gondola Cars	GB	ITC 3700-3749

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDATION CO.

7646-B
Filed 1981

SEP 1 1981 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Terminal and Thrall Car Manufacturing Company ("Manufacturer") entered into a Conditional Sale Agreement dated as of August 1, 1974, as amended ("Equipment Agreement"), covering the railroad equipment described therein ("Equipment") upon certain terms and conditions set forth in the Equipment Agreement.

The Manufacturer assigned to First National Bank in St. Louis ("Assignee") all of the right, title and interest of the Manufacturer in and to the Equipment under the Equipment Agreement, pursuant to an Agreement and Assignment dated as of August 1, 1974, between the Manufacturer and the Assignee.

The Equipment Agreement provides in Section 12 thereof that all the obligations of Terminal then existing or to accrue thereunder shall be assumed by any corporation acquiring title to or possession of the railways and properties of Terminal, and that upon any sale or transfer of said railways or properties, any corporation acquiring title thereto or possession thereof shall also, as a condition to such acquisition, be bound by all such obligations.

Concurrently with the delivery hereof, NW has acquired substantially all the railways and properties of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By 

President

Attest:


SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

By 

Executive Vice President

Attest:


Assistant Secretary

STATE OF MISSOURI)

) ss:

CITY OF ST. LOUIS)

On the 25th day of August, 1981, before me personally appeared W. J. Cassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission expires:

John W. Horan
Notary
Jan. 3, 1982

JOHN W. HORAN
NOTARY PUBLIC-STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 3, 1982
NOTARY FOR THE COUNTY OF ST. LOUIS
WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)

) ss:

CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbyfill, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeannie B. Davis
Notary

My Commission expires:

April 8, 1983